

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ [] IS [X] IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 9	
1. REQUEST NO. N00167-06-Q-5166	2. DATE ISSUED 05-Jul-2006	3. REQUISITION/PURCHASE REQUEST NO. 61454750	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING DO-C9	
5a. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3323, PATRICIA PERZELLA 9500 MACARTHUR BLVD WEST BETHESDA MD 20817-5700			6. DELIVER BY (Date) SEE SCHEDULE		
			7. DELIVERY [] FOB [X] OTHER DESTINATION (See Schedule)		
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls) PATRICIA PERZELLA 301-227-5994					
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER CODE 3341, RECEIVING, BLDG 143 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700 TEL: 301-227-1840 FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 19-Jul-2006					
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State, and local taxes)					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS % No. %
NOTE: Additional provisions and representations [] are [] are not attached.					
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WAVE BOUY - DIRECTIONAL FFP	1	Each		

DIRECTIONAL WAVY BUOY WITH THE FOLLOWING SPECIFICATIONS:
HULL MATERIAL

- 100% METALLIC & CORROSION RESISTANT
- 316 STAINLESS STEEL OR 316 STAINLESS STEEL/ALLOY COMBINATION
- WEIGHT LIGHTWEIGHT (< 250 lb)
- DIAMETER OF HULL <3 FT (< 0.9 METER)
- BATTERY LIFE -2 MONTHS
- TRANSMISSION RANGE - 25 MILES

MOORING - CAPABLE TO BE MOORED FOR 2 MONTHS WITHOUT ADVERSE EFFECT ON MEASUREMENT OUTPUTS.

OUTPUTS

DATA LOGGER - 128MB MINIMUM

WAVE SPECTRA/WAVE HEIGHT -

AT LEAST + 32.8 FT + 0.3 FT (+ 10 m + 0.1) m)

WAVE PERIOD - 2 - 30 SECONDS OR BETTER

POSITION - (GPS) 10 METERS

WAVE BUOY WILL BE MOORED AND LEFT UNATTENDED FOR MULTIPLE PERIODS OF TWO-MONTH DURATIONS. THE WAVE BUOY WILL BE EXPOSED TO VESSEL TRAFFIC AND MUST SURVIVE POSENTIAL COLLISIONS. IT IS REQUIRED THAT THE DIRECTIONAL WAVE BUOY BE MANUFACTURED OF HIGH STRENGTH, TOUGH, CORROSION RESISTANT METALLIC MATERIAL, SUCH AS 316 STAINLESS STEEL/ALLOY.

FOB: Origin

PURCHASE REQUEST NUMBER: 61454750

NET AMT

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	03-OCT-2006	1	NAVAL SURFACE WARFARE CENTER, CARDEROCK RECEIVING OFFICER CODE 3341, RECEIVING, BLDG 143 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700 301-227-1840 FOB: Origin	N00167

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

PREPAID SHIPMENT—REIMBURSABLE TRANSPORTATION

Transportation charges will be prepaid by the Contractor, subject to reimbursement by the Government. Material will be delivered F.O.B. Supplier's Plant with shipment to be made to Destination(s) specified herein at supplier's expense subject to reimbursement. The transportation cost is to be shown on the same invoice as the supplies are billed but as a separate item. The Contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes. For obligation purposes only, the transportation cost chargeable to the funds indicated herein is estimated to be \$_____.

Your quotation must include the following information:

Price list number and date

or

Cost breakdown by direct labor (list categories, hours and pay rates). In addition to the direct rates, provide the applicable indirect information (G&A), overhead, facilities capital cost of money (FCCM) and profit.

or

Applicable General Services Administration (GSA) contract number.

If unable to quote FOB, Destination, please complete the following:

FOB Point _____

Estimated Shipping Charge _____

Business size:

Large _____ Small _____ Nonprofit _____

Cage Code _____

Tax Identification Number (TIN) _____

DUNS _____

ELIGIBILITY REQUIREMENTS

All contractors and individuals doing business with the Federal Government must be registered at the Contractor Central Registration Database located at: <http://www.ccr.gov/>

ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS

(a) The DoD Electronic Document Access (EDA) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. EDA is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor will be sent a notification email when a contractual document has been uploaded for distribution. The contractor will be required to register as a vendor on the EDA web site (<http://eda.ogden.disa.mil>) in order to view/download their company's contractual documents. The files posted are in .pdf format and may be accessed using Adobe Acrobat Reader. Adobe Acrobat Reader is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

USE OF THE GOVERNMENT-WIDE COMMERCIAL PURCHASE CARD

Will you accept the Government-wide Commercial Purchase Card as a method of purchasing supplies and/or services.

_____ Yes _____ No

Will you accept the Government wide Commercial Purchase Card as a method of payment for your invoice.

_____ Yes _____ No

DUTY FREE ENTRY

Will any materials being shipped to the Government require a duty-free entry certificate for foreign supplies.

_____ Yes _____ No

If yes, please include dollar amount \$ _____

Note: The following provision 52.204-8 applies to this solicitation only when the solicitation includes the clause 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items)

52.204-8 Annual Representations and Certifications (Jan 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)